AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
AVAUNCE PHASE I & II

This Agreement is entered into as of ________________, 20__, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and KB HOME TAMPA, LLC, a LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a Private Residential subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as Avaunce Phase I & II PLN1812-0020;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and
WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1812-0020 (hereinafter, the "Development Order"), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest
on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County
taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its
successors and assigns, hereby grants a temporary easement over the Property as necessary to allow
the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated
rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County
will thereafter assume the cost of maintenance of the same; provided that all such Improvements
shall be covered by one or more defects securities suitable to the County conditioned to pay for any
defects in such improvements which shall become apparent within three (3) years after acceptance
by the County, in accordance with Section 337 of the Code (hereinafter, individually a “Defect
Security”, and collectively the “Defect Securities”). Should the Developer fail or refuse to correct
any defect in any installed Improvement in said subdivision, the County, after thirty (30) days
written notice to the undersigned, or successor in interest, may, without prejudice to any other right
or remedy it may have, draw upon the respective Defect Security tendered to secure correction of
defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental
to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion
determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws
upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the
Improvements, the County is hereby authorized to assess the cost of correcting defects in the
Improvements against the benefited property in the subdivision tract in accordance with applicable
law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and
paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person
except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The
Developer, his successors and assigns, hereby grants an easement over property in the Project as
necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the
Improvements, or to correct defects in improvements during the three-year period specified in
Section 1.5, or to develop and construct the project in accordance with the requirements of the Code
and the Development Order, shall constitute grounds for refusal by the County, or the appropriate
authority thereof, to allow further development of the Property, to issue building permits, to institute
utility services, or to permit occupancy of any improvements on the property, including but not
limited to the subject Improvements. Upon default, no further County permits or approval shall be
granted for the Project until adequate progress toward completion of the remaining Improvements is
shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in
conformance with the Code and County standards, and in such a manner as to prevent any adverse
impact or effect upon other properties, including road systems and drainage systems external to the
Property. The design and function of the Improvements, as approved on the construction drawings,
shall not be modified without the prior written consent of the County Engineer, which consent shall
not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer’s expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer’s expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County’s right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security.
to assure proper completion of, and correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

**Article II**

**TERM AND TERMINATION**

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

**Article III**

**AMENDMENTS; ENFORCEMENT**

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

**Article IV**

**MISCELLANEOUS PROVISIONS**

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general
obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

4.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer
Avaunce Phase I & II Private Project w/Public Improvements
Roadway, Sanitary Sewer, Water Main

Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: KB Home Tampa, LLC
4105 Crescent Park Drive
Riverview, FL 33578
Facsimile: (813)387-9670

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]
WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: ____________________________
Acting County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____________, 20_____, by _____ Cheri Corvea _____ (Acting County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _______ N/A_______ as identification.

_______________
NOTARY PUBLIC Signature

_______________
Printed Name
Avaunce Phase I & II Private Project w/Public Improvements
Roadway, Sanitary Sewer, Water Main

(DEVELOPER)

Signed, sealed and delivered in the presence of Witnesses:

KB HOME TAMPA, LLC
a Limited Liability Company

By: ________________________
Print Name: Fred Vandercook
as its: Division President
4105 Crescent Park Drive
Postal Address
Riverview FL 33578
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of May, 20___ by Fred Vandercook as President [name and title of signatory] of KB HOME TAMPA LLC [name of company signing], a Developer [state of formation and type of entity, e.g., corporation [LLC]] on behalf of the company. He/she is personally known to me or has produced __________________ as identification.

Notary Public State of Florida
Nandra R. Rammarine
My Commission GG 167851 Expires 01/10/22

NOTARY PUBLIC Signature
Nandra R. Rammarine

Printed Name
Avance Phase I & II Private Project w/Public Improvements
Roadway, Sanitary Sewer, Water Main

EXHIBIT “A”
DESCRIPTION OF PROPERTY
## EXHIBIT “B-1” IMPROVEMENTS

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<th>Improvement</th>
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<td><strong>Phase II</strong></td>
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<td>Sanitary Sewer, Water Main</td>
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<td>3</td>
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Avaunce Phase I & II Private Project w/Public Improvements
Roadway, Sanitary Sewer, Water Main

EXHIBIT “C”
PERFORMANCE SECURITIES

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<th>Bond / LoC</th>
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<tr>
<td>1  Surety Bond no. K09313357 issued through Westchester Fire Insurance Company</td>
<td>$1,425,389.88</td>
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<tr>
<td>2  Surety Bond no. K0931331A issued through Westchester Fire Insurance Company</td>
<td>$255,466.45</td>
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SURETY BOND

FOR PERFORMANCE OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. K09313357

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC as Principal, and Westchester Fire Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of $1,425,389.88 (Numbers) One Million, Four Hundred Twenty Five Thousand, Three Hundred Eighty Nine Dollars and Eighty Eight Cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the “Agreement for Public Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to AVAUNCE SUBDIVISION (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety’s address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and “Agreement for Public Subdivision Improvements” shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
INSURANCE COMPANY SIGNATURE FORM

FOR:  AVAUNCE SUBDIVISION
      (Name of Project)

BOND NO.  K09313357

SIGNED AND SEALED this 28 day of May, 20 19

Westchester Fire Insurance Company

By:  

Karl Davis
Signature - As its Agent

Print Name & Title
555 S. Flower St. 3rd Floor

Address
Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF:  California

COUNTY OF  Los Angeles

The foregoing instrument was acknowledged before me this 28th day of
May, 20 19, by Karl Davis  as
Attorney-in-Fact

 identifies the Surety identified herein, and who is
personally known to me or who has produced California Drivers License
(Type of
Identification) as identification.

NOTARY SEAL:

M. GONZALES
Notary Public
Los Angeles County
Commission # 2213628
My Comm. Expires Oct 5, 2021

Commission No. 2213628

My Commission Expires  October 5, 2021
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Witness

Type or Print Name

Witness

Type or Print Name

FOR: AVAUNCE SUBDIVISION

BOND NO. K09313357

KB HOME TAMPA, LLC

BY: FRED VANDERCOOK

Signature

DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

4105 CRESCENT PARK DRIVE

Postal Address

RIVERVIEW, FLORIDA 33578

City

State

Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 29TH day of May, 20__ , by FRED VANDERCOOK , as PRESIDENT (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

______________________________
Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______________ day of ______________, 20__. 

MANATEE COUNTY
A political subdivision of the State of Florida

By: Board of County Commissioners

By: County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this __________ day of __________________, 20__, by Cheri Corna (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification.

______________________________
Notary Public

Print Name of Notary
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Michelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California, each as their true and lawful Attorney-in-Fact to execute under such delegation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to a modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

TREN M. CHLORUS, Assistant Secretary
STEPHEN M. HANEY, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 10th day of August, 2018, before me, a Notary Public of New Jersey personally came Dawn M. Chlorus, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney and the said Dawn M. Chlorus, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, and knows the corporate seals thereof; that the seals affixed to the foregoing Power of Attorney are such corporate seals, and were thereon affixed by authority of said Companies, and that the said Power of Attorney is in accordance with law; and that she is acquainted with Stephen M. Hane, and knows him to be Vice President of said Companies and that the signature of Stephen M. Hane, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Hane, and was thereto subscribed by authority of said Companies and in the presence of this Notary Public.

Notarial Seal

KATHERINE J. ADELAAR
Notary Public
Commission Expires 11/18/2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 30, 2009:

"RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the power of attorney or other instrument or otherwise.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by Facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chlorus, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this

MAY 28, 2019

Dawn M. Chlorus
Assistant Secretary
SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A")

BOND NO. K0931331A

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC as Principal, and ____________________________________________________________________________ as a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of $ 255,466.45 (Numbers) Two Hundred Fifty Five Thousand, Four Hundred Sixty Six Dollars and Forty Five Cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated ____________ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to __________________________________________________________________________________ (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page ____________ (insert page number of surety's address). Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Page 1 of 3
INSURANCE COMPANY SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION

(Name of Project)

BOND NO. K0931331A

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: [Signature]
Surety Company Name

Karl Davis, Attorney-in-Fact
Signature - As its Agent

Print Name & Title
555 S. Flower St. 3rd Floor
Address

Los Angeles, CA 90071
City State Zip

WITNESSES OR CORPORATE SEAL

Signature
Print Name

Signature
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Karl Davis

as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Driver's License (Type of Identification) as identification.

NOTARY SEAL:

M. GONZALES
Notary Public

M. Gonzales
Print Name of Notary

Commission No. 2213628 My Commission Expires: October 5, 2021

Page 2 of 3
NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee
The foregoing instrument was acknowledged before me this ______ day of ______, 20__, by ______ (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced __N/A__ as identification.

NOTARY SEAL:

Notary Public

Print Name of Notary
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint My Hua, Michelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California, each as their true and lawful attorneys-in-fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same; and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th Day of August, 2018.

[Signatures]

Teresa M. Chlors, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chlors, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and she duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in due form.

Notarial Seal

KATHERINE J. ADELAAR

NOTARY PUBLIC OF NEW JERSEY

Commission Expires July 15, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009,

"RESOLVED, that the following authorities reside in the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.

2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chlors, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

1. The foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

2. The foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this

[Signature]

Dawn M. Chlors, Assistant Secretary

MAY 28 2019

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493    Fax (908) 903-3561

e-mail: ace@chubb.com

WPIC- AA/C (rev. 08-18)
Avaunce Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

AGREEMENT FOR PRIVATE
SUBDIVISION IMPROVEMENTS
AVAUNCE PHASE I & II

This Agreement is entered into as of ________________, 20______, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and KB HOME TAMPA, LLC, a LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified Avaunce Phase I & II PLN1812-0020; and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and
WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements PLN1812-0020 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and
County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a “Defect Security”). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on
a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and or sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County’s repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance: Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of
the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association’s maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association’s maintenance and indemnification obligations without the County’s written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 Ingress and Egress Easements for Services and Maintenance. Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer’s expense in the Public Records of Manatee County, Florida. This Agreement and the
obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer’s expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County’s right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

1.15 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Avaunce Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

Facsimile: (941)749-3089

If to Developer: KB HOME TAMPA, LLC
4105 Crescent Park Drive
Riverview, FL 33578
Facsimile: (000) 000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]
Avance Phase I & II - Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: __________________________
Acting County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by Cheri Coryea (Acting County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced __________________ as identification.

____________________________
NOTARY PUBLIC Signature

____________________________
Printed Name
Avaunce Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

KB HOME TAMPA, LLC
a Limited Liability Company

By: __________________________
Print Name: Fred Vandercook
as its: Division President

4105 Crescent Park Drive
Postal Address
Riverview Florida 33578
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 24th day of May, 2019, by Fred Vandercook as President [name and title of signatory] of KB HOME TAMPA LLC [name of company signing], a Delaware [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced __________________________ as identification.

Notary Public State of Florida
Nandra R. Ramnarine
My Commission GG 167851
Expires 01/10/2022

______________________________
NOTARY PUBLIC Signature
Nandra R. Ramnarine

______________________________
Printed Name
Avance Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

EXHIBIT “A”
DESCRIPTION OF PROPERTY
**Avaunce Phase I & II – Private Project w/Private Improvements**

1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

**EXHIBIT “B-1”**

**PRIVATE IMPROVEMENTS**

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<th>Improvement</th>
<th>Estimated Cost</th>
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| 1 **Phase I**  
Grading & Earthwork, Roadway, Drainage | $1,980,652.18 |
| 2 Final Lift of Asphalt | $65,819.00 |
| 3 **Phase II**  
Earthwork, Roadway, Drainage | $416,453.38 |
| 4 Final Lift of Asphalt | $36,861.50 |
| 5 **Phase I & II**  
Common Area Landscaping & Irrigation | $240,542.64 |
| 6 |
Avaunce Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

EXHIBIT “B-2”
UTILITY IMPROVEMENTS

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Avaunce Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

EXHIBIT “B-3”
UTILITY IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
PROJECT

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Avance Phase I & II – Private Project w/Private Improvements
1. Grading & Earthwork, Roadway, Drainage
2. Final Lift of Asphalt
3. Common Area Landscaping & Irrigation

EXHIBIT “C”
PERFORMANCE SECURITIES

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<td>$1,980,652.18</td>
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<td>2 Surety Bond no. K09313278 issued through Westchester Fire Insurance Company</td>
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<td>3 Surety Bond no. K09313394 issued through Westchester Fire Insurance Company</td>
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</table>
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

BOND NO. K09313230

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC as Principal, and Westchester Fire Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of $ 1,980,652.18 (Numbers)

One Million, Nine Hundred Eighty Thousand, Six Hundred Fifty Two Dollars and Eighteen Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the “Agreement for Private Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to 

AVAUNCE SUBDIVISION (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 (insert page number of surety’s address). Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AYAUNCE SUBDIVISION
(Name of Project)

BOND NO. K09313230

SIGNED AND SEALD this 28th day of May, 2019

Westchester Fire Insurance Company

Surety Company Name

By: Karon
Signature - As its Agent

Kari Davis, Attorney-in-Fact

Print Name & Title
555 S. Flower St. 3rd Floor

Address
Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:

M. Gonzales
Notary Public

Commission No. 2213628 My Commission Expires: October 5, 2021
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Witness

Type or Print Name

Witness

Type or Print Name

FOR: AUNACE SUBDIVISION

BOND NO. K09313230

KB HOME TAMPA, LLC

BY: Developer

Signature FRED VANDERCOOK

Type or Print Name DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

4105 CRESCENT PARK DRIVE

Postal Address RIVERVIEW, FLORIDA 33578

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 27th day of May, 2019

by FRED VANDERCOOK, as President (Title), on behalf of the corporation identified

herein as Developer and who is personally known to me or who has produced

_________ (Type of Identification) as identification.

NOTARY SEAL:

Notary Public

Nadine R. Ratmanio

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of

________, 20_.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF:

COUNTY OF:

The foregoing instrument was acknowledged before me this ______ day of

20__, by CHELLE COOPER (County Administrator) for and on behalf of Manatee County Board Of

County Commissioners, who is personally known to me or has produced

_________ as identification

NOTARY SEAL:

Notary Public

________

Print Name of Notary

Page 3 of 3
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Michelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham; Karl Davis, Martha Gonzalez, Joannn Perez and Brenda Wong of Los Angeles, California——————

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

[Signature]
Dawn M. Chilone, Assistant Secretary

[Signature]
Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chilone, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chilone, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by authority thereunto given and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in my presence.

[Signature]
KATHERINE J. ADAELAR
NOTARY PUBLIC OF NEW JERSEY
No. 251885
Commission Expires July 15, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is necessary or advisable in the best interest of the Company.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, and is hereby directed by the Board of Directors, to appoint any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be general or of a particularWritten Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate to any other officer of the Company to appoint any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be general or of a particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by Facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chilone, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the “Companies”) do hereby certify that

(1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this

MAY 28 2019

[Signature]
Dawn M. Chilone, Assistant Secretary
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC, as Principal,
and Westchester Fire Insurance Company, a Surety Company, duly authorized to
transact business in the State of Florida, are held and firmly bound unto the County of
Manatee, State of Florida, as Obligee, in the sum of $65,819.00 (Numbers)
Sixty Five Thousand, Eight Hundred Nineteen Dollars and Zero Cents
(Words) for the payment of which we jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns, for the specific benefit of the County in
accordance with the conditions set forth herein and in the "Agreement for Private
Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has
entered into a contract, dated __________ (LEAVE BLANK Manatee County approval
date) with the obligation to do and perform certain work relating to
AVAUNCE SUBDIVISION (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms
of said contract, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, and Surety shall cause the contract to be fully performed or
pay to obligee the cost of performing said contract in an amount not exceeding the said sum
specified above. In the event such performance is not completed within the time specified in
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled
to collection of this surety bond. Means of notification of intent to collect shall be by
certified mail to the Surety at the address on page 2 (insert page number of surety's
address). Payment will be made to the County within 30 days by certified check drawn on
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any
action of whatever nature, in connection with this Bond and the Agreement for Private
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee
County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION

(Name of Project) K9313278

BOND NO.

SIGNED AND SEALED this 28th day of May , 2019

Westchester Fire Insurance Company

By: Karl Davis

Surety Company Name

Signature - As its Agent

Karl Davis , Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address

Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May , 2019 , by Karl Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Driver's License (Type of Identification) as identification.

NOTARY SEAL:

M. Gonzales

Notary Public

Commission No. 2213628
My Comm. Expires Oct 5, 2021

My Commission Expires: October 5, 2021
DEVELOPER SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION
BOND NO. K09313278

KB HOME TAMPA, LLC

BY: FRED VANDERCOOK
Signature
DIVISION PRESIDENT
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)
4105 CRESCENT PARK DRIVE
Postal Address
RIVERVIEW, FLORIDA 33578
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: PENDLETON

The foregoing instrument was acknowledged before me this 20th day of May, 2021, by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of ________, 20__.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ______________________
COUNTY OF: ______________________

The foregoing instrument was acknowledged before me this ______ day of ______________________, 20__, by Cheri Cooley (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced ______________________ as identification.

NOTARY SEAL:

Notary Public

Print Name of Notary
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by these Presents that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Michelle Larkin and Kathy R. Mair of Irvine, California; Kernel V. Cunningham, Kari Davis, Martha Gonzalez, Joaquin Perez and Brenda Wong of Los Angeles, California as their true and lawful attorneys-in-fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligation in the nature thereof (other than bond obligations) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

[Signatures]

Teresa M. Chlora, Assistant Secretary
Stephen M. Hauy, Vice President

STATE OF NEW JERSEY

County of Hertford

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chlora, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney and the said Dawn M. Chlora, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and are therein affixed by authority of said Companies, and that the said Power of Attorney, as Assistant Secretary of said Companies, was affixed by authority of said Companies, and that the signature of Stephen M. Hauy subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Hauy, and was thereon subscribed by authority of said Companies and is in due form.

[Notarial Seal]

KATHERINE J. AGLEAAR
NOTARY PUBLIC OF NEW JERSEY
Commission Expires July 15, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment") as follows:

1. Each of the Chairman, the President and the Vice President of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company otherwise.

2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

3. Each of the Chairman and the President of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice President of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any or all of the authority of the Company, in the seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chlora, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

1. The foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

2. The foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Whitehorse Station, N.J. this

[Signature]

MAY 28, 2019

Dawn M. Chlora
Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3056
e-mail: tma072@chubb.com
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

BOND NO. K09313394

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, KB HOME TAMPA, LLC as Principal,
and Westchester Fire Insurance Company, a Surety Company, duly authorized to
transact business in the State of Florida, are held and firmly bound unto the County of
Manatee, State of Florida, as Obligee, in the sum of $416,453.38 (Numbers)
Four Hundred Sixteen Thousand, Four Hundred Fifty Three Dollars and Thirty Eight Cents

( Words) for the payment of which we jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns, for the specific benefit of the County in
accordance with the conditions set forth herein and in the “Agreement for Private
Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has
entered into a contract, dated ____________ (LEAVE BLANK Manatee County approval
date) with the obligation to do and perform certain work relating to
AVAUNCE SUBDIVISION________________ (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms
of said contract, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, and Surety shall cause the contract to be fully performed or
pay to obligee the cost of performing said contract in an amount not exceeding the said sum
specified above. In the event such performance is not completed within the time specified in
the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled
to collection of this surety bond. Means of notification of intent to collect shall be by
certified mail to the Surety at the address on page __________ (insert page number of surety’s
address). Payment will be made to the County within 30 days by certified check drawn on
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any
action of whatever nature, in connection with this Bond and the Agreement for Private
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee
County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION
(Name of Project)

BOND NO. K09313394

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: [Signature - As its Agent, Attorney-in-Fact]

Kari Davis

Print Name & Title
555 S. Flower St. 3rd Floor
Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

STATE OF: California

COUNTY OF: Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis, [Title], on behalf of the Surety identified herein, and who is personally known to me or who has produced California Driver's License [Type of Identification] as identification.

NOTARY SEAL:

M. GONZALEZ
Notary Public

Commission No. 2213628 My Commission Expires: October 5, 2021
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Witness

Type or Print Name

Witness

Type or Print Name

FOR: AVALANCE SUBDIVISION

BOND NO. K09313394

KB HOME TAMPA, LLC

BY: FRED VANDERCOOK

Title (If attorney-in-fact Attach Power of Attorney)

DIVISION PRESIDENT

4105 CRESENT PARK DRIVE

Postal Address

RIVERVIEW, FLORIDA 33578

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 29TH day of MAY, 2019,

by FRED VANDERCOOK, as PRESIDENT (Title), on behalf of the corporation identified

herein as Developer and who is personally known to me or who has produced

_________________________________________

(Type of Identification) as identification

NOTARY SEAL:

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of

20____

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _________________________________

County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ___________________________

COUNTY OF: _________________________

The foregoing instrument was acknowledged before me this ______ day of __________________,

20____, by Cheri Copeland (County Administrator) for and on behalf of Manatee County Board Of

County Commissioners, who is personally known to me or has produced

________________________________________

Type of Identification

NOTARY SEAL:

Notary Public

Print Name of Notary

Page 3 of 3
CHUBB
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All By These Presents that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint My Hu, Michelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzalez, Joaquin Perez and Brenda Wong of Los Angeles, California, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bond bonds) given or executed in the course of business, and any instruments amending or altering the same; and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

[Signatures]

STATE OF NEW JERSEY
County of Hunterdon

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that the said Power of Attorney as Assistant Secretary of said Companies was executed and attested by the said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney, was the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent’s presence.

[Notarial Seal]

KATHERINE J. ADELAA
NOTARY PUBLIC NEW JERSEY
No. 2218995
Commission Expires July 15, 2016

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

'Resolved that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a “Written Commitment”):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person’s written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice President of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to act, execute and deliver any written commitment of the Company at may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice President of the Company is hereby authorized for and on behalf of the Company, to delegate in writing to any other officer of the Company the power to act, execute any written commitment of the Company or otherwise to any person or persons the Company may designate at will.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation thereunder to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitments or written appointment or delegation.

FURTHER RESOLVED that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the “Companies”) do hereby certify that

(1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;

(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this

MAY 28 2019

[Signature]

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 403-2143
Fax (908) 403-2306
Email: surety@chubb.com
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

BOND NO. K09313473

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC as Principal,
and Westchester Fire Insurance Company, a Surety Company, duly authorized to
transact business in the State of Florida, are held and firmly bound unto the County of
Manatee, State of Florida, as Obligee, in the sum of $36,861.50 (Numbers)
Thirty Six Thousand, Eight Hundred Sixty One Dollars and Fifty Cents
(Words) for the payment of which we jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns, for the specific benefit of the County in
accordance with the conditions set forth herein and in the “Agreement for Private
Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has
entered into a contract, dated _____________ (LEAVE BLANK Manatee County approval
date) with the obligation to do and perform certain work relating to
AVAUNCE SUBDIVISION (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms
of said contract, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, and Surety shall cause the contract to be fully performed or
pay to obligee the cost of performing said contract in an amount not exceeding the said sum
specified above. In the event such performance is not completed within the time specified in
the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled
to collection of this surety bond. Means of notification of intent to collect shall be by
certified mail to the Surety at the address on page 2 {insert page number of surety’s
address). Payment will be made to the County within 30 days by certified check drawn on
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any
action of whatever nature, in connection with this Bond and the Agreement for Private
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee
County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AYAUNCE SUBDIVISION

BOND NO. K09313473

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: Kari Davis

Signature - As its Agent

Signature - Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address

Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis, Attorney-in-Fact, (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2213628
My Comm. Expires Oct 5, 2021

Commission No. 2213628 My Commission Expires: October 5, 2021
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Witness

Type or Print Name

Witness

Type or Print Name

FOR: AVALON SUBDIVISION

BOND NO. K09313473

KB HOME TAMPA, LLC

BY: 

Signature

FRED VANDERCOOK

Type or Print Name

DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)
4165 CRESCENT PARK DRIVE
Postal Address
RIVERVIEW, FLORIDA 33578
City
State
Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: HILLSBOROUGH
The foregoing instrument was acknowledged before me this 29th day of May, 2019, by FRED VANDERCOOK, as President, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL: 

Notary Public
Nanda R. Ramnarine
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of ______, 20_.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: _________________
COUNTY OF: _______________
The foregoing instrument was acknowledged before me this ______ day of ________________, 20__, by Chon Corrigan (County Administrator) for and on behalf of Manatee County Board of County Commissioners, who is personally known to me or has produced _______________ as identification.

NOTARY SEAL: 

Notary Public

Print Name of Notary
Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint: My Hua, Michelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

[Signatures]

STATE OF NEW JERSEY

County of Hunterdon

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seal thereof that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

[Signature]

[Date]

KATHERINE J. ADCLAIR
NOTARY PUBLIC OF NEW JERSEY
No. 229806
Commission Expires July 18, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to its execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other writings obligatory in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise:

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such attorney-in-fact is authorized by the powers provided for in such person's written appointment as such attorney-in-fact:

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized for and on behalf of the Company, to delegate in writing to any officer of the Company the power to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executed to any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company; and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that:

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ this

[Signature]

[Date]

[Notary Public's Signature]
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KB HOME TAMPA, LLC as Principal, and Westchester Fire Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of $240,542.64 (Numbers) Two Hundred Forty Thousand, Five Hundred Forty Two Dollars and Sixty Four Cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the “Agreement for Private Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to AVAUNCH SUBDIVISION (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety’s address). Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AVANCE SUBDIVISION

(Name of Project)

BOND NO. K09313436

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: Kari Davis

Surety Company Name

Signature - As its Agent

Print Name & Title

555 S. Flower St, 3rd Floor

Address

Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis, Attorney-in-Fact, on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:

N. GONZALES
Notary Public

Commission No. 2213628

My Commission Expires: October 5, 2021

Page 2 of 3
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Witness

Type or Print Name

Witness

Type or Print Name

FOR: AVALON SUBDIVISION

KB HOME TAMPA, LLC

BY: FRED VANDERCOOK

Signature

Type or Print Name

DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

4105 CRESSENT PARK DRIVE

Postal Address

RIVERVIEW, FLORIDA 33578

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by FRED VANDERCOOK, as [Position], on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced [Type of Identification] as identification.

Notary Seal:

[Notary Seal Image]

Notary Public State of Florida
Nandra R. Rammarine
My Commission GG 167951
Expires 01/10/2022

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of ______________________, 20__.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: _____________________________

County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ______________________________

COUNTY OF: ____________________________

The foregoing instrument was acknowledged before me this ______ day of ______________________, 20__, by Cheri Cooper (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced ____________________________ as identification.

Notary Seal:

_______________________________

Notary Public

Print Name of Notary
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All By These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California, Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California, each as their true and lawful Attorney in Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bond bonds) given or executed in the course of business, and any instruments amending or altering the same, and consent to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon
On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies and that the said dawn Power of Attorney as Assistant Secretary of said Companies by kształt, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in competent presence.

Notarial Seal

KATHERINE J. ADJELA
NOTARY PUBLIC NO. 213886
Commission Expires July 19, 2019

CERTIFICATION
Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorities, relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other writings obligatory in the ordinary course of business (such a "Written Commitments");

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.

2. Each existing attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise, to the extent that such actions are authorized by the powers of the attorney-in-fact of the Company.

3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The Signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this 28th day of May, 2019.

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT
Telephone (908) 903-1349, Fax (908) 903-3656, email service@chubb.com

CHUBB
Westchester Fire Insurance Company | ACE American Insurance Company

WFC- AAIC (rev 66-16)